Reconstruction DEPARTMENT

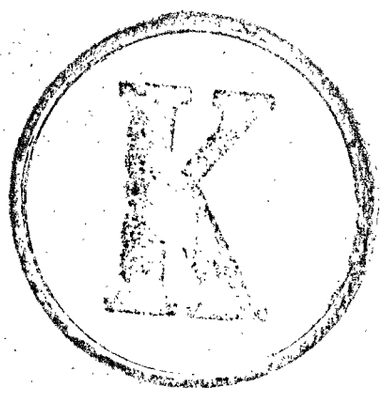
A BRANCH

Subject:— 'Writing off

Boring machine

—— of dues for hire of, to Mr.

P G. Ballainatn of Hubli



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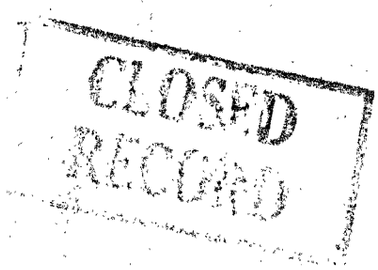


F9

File No. 1243 - A.

Std. Book. Mfg 24-B

G. R., G. D., No. 2408, dated 22-6-22.] Std. Sectt. 78 a.

DOCKET SHEET

Subject:—

File No. 1243.

Reconstruction **DEPT.**

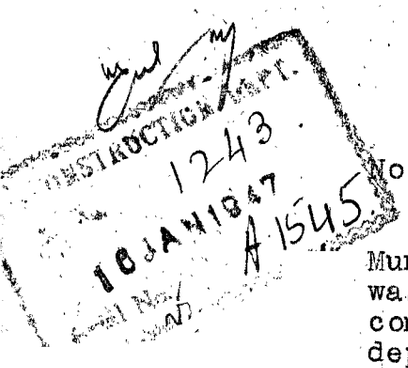
A **BRANCH.**

References:—

Date.	To whom sent.	Notes and instructions.
16-1-47	A Branch	
21/1/47	Regd. Urgent	Reminder sent and remind on 30/1/47
	Signature 21/1	30/1
11/2/47	Regd.	Reminder sent & remind on 25/2/47
25/2/47	"	Reminder sent up on 4/3/47 11/2
20.3.47	Regd.	Reminder sent & remind on 1/4/47
27.3.47	Regd.	Pl. return u.o. to R.C.D. 27/3
1/4/47	Regd.	Reminder sent and placed on file 1/4 Copies for W. & R.

To,

The Secretary to Government,
Reconstruction Department,
Bombay.



Subject : Writing off the dues of Rs.586-6-6 for hire of Boring Machine loaned to Mr.R.G.Ballarimath of Hubli.

No.S-215-C/44563 of 1947. Poona 1, 15 January, 1

I have to report that, at the request of the Byadgi Municipality, one Mr.Ballarimath, a Contractor from Hubli was given on hire a 6" Calyx drill on 1-5-1939 as per conditions mentioned in the enclosed agreement. The nece deposit of Rs.200/- and advance hire of Rs.150/- was paid by Mr.Ballarimath. The machine was returned back by Mr.Ballarimath on 15-10-1939. During the period of hire Mr.Ballarimath was supplied with Calyxites, shot-bit and chain links amounting to Rs.162-13-9 for which he paid Rs.124-8-0. He also took additional piping and magnets for which he paid Rs.30/- as hire charges. A sum of Rs. 244-4-3 was recovered from Mr.Ballarimath, through the Revenue Authorities. The details of the above account are as under :-

Receipts.		Expenditure.	
Rs.200-0-0	Deposit of the machine.	Rs.885-10-7	Hire charges of th machine and other accessories.
Rs.150-0-0	Advance hire for one month.	Rs.162-13-9	Cost of shot bits calyxite and chain links.
Rs.124-8-0	Cost of one shot bit and calyxite.	Rs. 2- 8-0	Railway freight on the above and Bank collection charges.
Rs. 30-0-0	Deposit and hire for a magneto and piping.	Rs.281-2--5	Cost of articles n returned with the machine.
Rs. 44-0-0	Got recovered through the Collector.		
Rs.548-8-0			
Rs.783-10-9	Amount due from Mr.Ballarimath.		
Rs.1332-2-9		Rs.1332--2-9	

2. After deducting Rs.165-5-9 (Rs.162-13-9 as cost of shot bits, calyxite and chain links and Rs,2-8-0 as the incidenta expenses on it) from the total receipts of Rs.548-8-0 as cos of the material sold to him the net amount received from him comes to Rs.383-2-3. The total amount that was to be received from Mr.Ballarimath was Rs.1166-13-0(Rs.885-10-7 as hire charges and Rs.281-2-5 as cost of the missing parts)

3. Out of the arrears of Rs.1166-13-0 Mr.Ballarimath agree to pay 50% of the dues i.e. Rs.583-6-6 only, on the grounds that the machine was idle for 93 days. After careful consideration and enquiries, I agreed with him and asked him t clear off the dues. Accordingly Mr.Ballarimath paid Rs.583-6-6. Under the circumstances, I would request that Government may be moved to approve of the above action and to write off Rs.583-6-6 as irrecoverable amount.

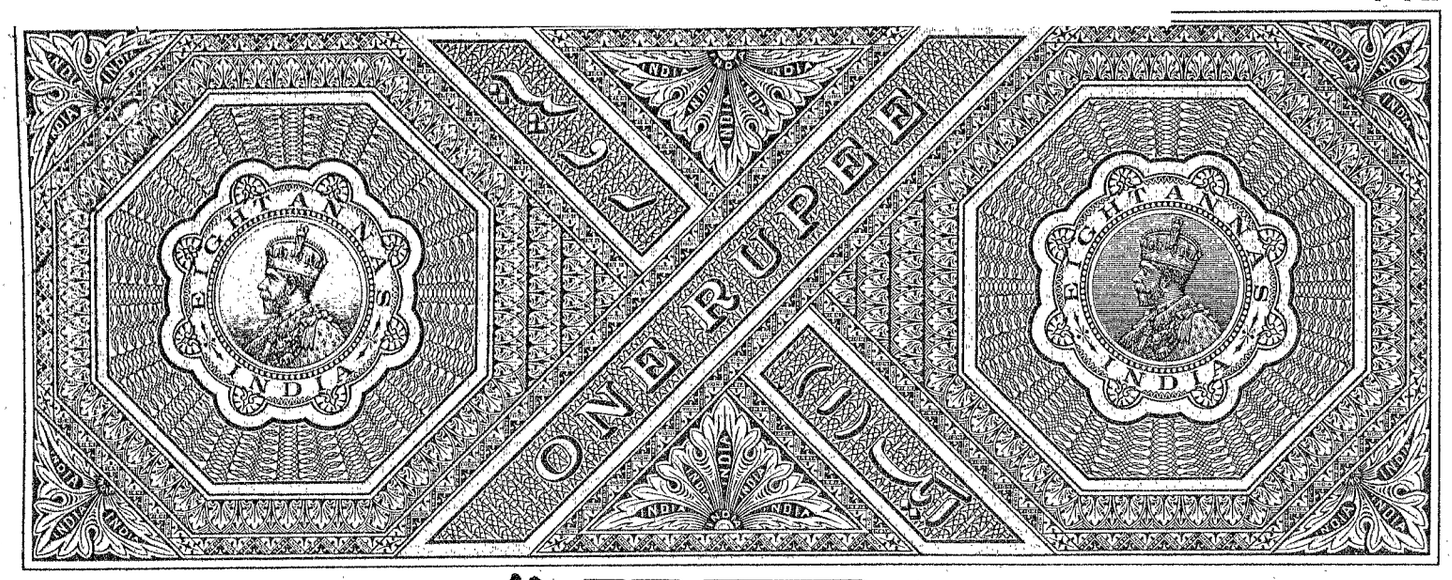
The favour of very early orders of Government in the matter is requested.

For Director of Agriculture.

Copy forwarded w.cs. to the Agricultural Engineer to Government, B.P., Poona.

A:11

I R.



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Agreement Bond

This agreement made the fourteenth day o[illegible] thousand nine hundred and thirty nine between the Governor of Bombay (herein after referred to as the " Governor ", which - expression shall unless excluded by or repugnent to the contex include his successors in office and assigns) of the one part and Mr. Rudraya Gangaya Ballarimath inhabitant of Hubli Taluka Hubli in the Dharwar District (Hereinafter referred to as the hirer, which expression shall, unless excluded by or repugnent to the context, include the said Rudraya Gangaya Ballarimath - hirer, his heirs, administrators, executors and assigns) of - the other part.

Whereas the hirer being desirous of having the Calyx Power boring machine on hire in his custody in the &&&&& village Byadgi Taluka Ranebennur District Dharwar Post Byadgi - railway station Byadgi has applied to Government of Bombay --- (hereinafter referred to as " Government ") for the loan of the boring machine, complete with connections and accessories more particularly described in the Schedule hereto (hereinafte collectively referred to as the " Plant ") to take bores.

And whereas Government has agreed to make a - loan of the plant on conditions hereinafter set forth.

Now it is hereby agreed by and between the -- rties hereto as follows;-

1. The hire charges will be Rs.3/. per day for a 4" Musto -- Patent boring machine, Rs.5/. for Calyx drill, and Rs.2/. per day for a hand boring machine to be paid in advance - every month.

2. Machine would be delivered at any of the depots of the Agricul-tural Engineer to Government at Poona, Nadiad or Karajgi and the hirer will have to take it to his site and return it to the Depot of the Agricultural Engineer to Government at Poona, --- Nadiad or Karajgi from which it was delivered, unless otherwise specifically agreed to, on completion of his work at the hirer's cost and in sound working condition.

3. A deposit of Rs-75/. for a hand boring machine, Rs.150/. for the Musto Power and Rs.200/. for the Calyx drill must be paid to the Agricultural Engineer in advance before the machine is delivered to the hirer. This deposit or a sufficient part of it will be forfeited to the -- Agricultural Department in default of payment by the hirer.

4. The hirer must bear all the returning expenses including coal, oil, fuel, labour, ropes and tools and transport and repairs while the -- machine is working at his place.

4. The tools will be charged per inch length of wear at the following rates.

4" boring bits	Rs.2/. per inch length of wear
6" shot bit	Rs.3/. per inch of wear
1½" & 1" manila ropes	Rs.0-8-0 per day

5. The hire will be charged from the date of delivery of the machine from the department to the date of its return to the depot of the Agricultural Engineer

6. The Agricultural Engineer or any of his staff or any officer specially deputed by the Director of the Agriculture shall at all times have the right to ---- inspect the boring machine which has been hired out under these rules.

7. If a boring plant hired out under these rules is being improperly used or -- treated or payment of hire charges is more than one month in arears, the --- Agricultural Department shall have the right to bring the boring plant to the depot at the expenses of the hirer whether the work is finished or not.

8. The Agricultural Department undertakes no responsibility for any losses caused or likely to be caused to the crops owing to insufficient working or failure - of the machine or selection of unsuitable site or any other cause.

9. If the machine is not handed over to the officer in charge of the depot in - sound working condition, within 15 days from its arrival at the depot, either in part or in full, the Agricultural Engineer will take charge of the goods - according to the list signed by the hirer and bill him for same. The date of arrival will be the date of receipt of the first consignment.

10. The decision of the Director of the Agriculture will be final in all cases of disputes and in matters requiring special consideration according to the merits of the case.

List of connections and accessories (Vide recital)

In witness whereof the hirer hath hereunto set his hand and the Agricultural Engineer hath by order of the Government of Bombay set his hand and the seal of his office hereto for and on behalf of the Governor of Bombay.

Signed by ಬಿ.ಪಿ.ಪಾಟೀಲ.ಕಾಲೇಜು ಧಾರವಾಡ

In the presence of Satyendra Tukaram Khatavkar
Ta. Byadgi
R.S. Savali

dated 1-10-1941. By this, Memo. a revised agreement was sanctioned. This agreement contains the following clause

"13. If the hirer fails to pay the hire charges or any other charges due under this agreement, Govt. will be entitled to recover them as an arrear of land revenue unde the provisions of the Bombay Land Revenue Code, 1379, and the rul thereunder without prejudice to any other remedies which may be open to Govt.

This agreement also provides for taking sureties.

2. In the present case the Calyx Powe Boring Machine was given on hire to Mr Ballarimath, a Contractor from Hubli, o 1-5-1939 and the agreement was taken from him on 14-4-1939 i.e. two years b fore the above revised agreement wa sanctioned by Govt. Hence the agreeme taken in the present case contains n provision for taking surety.

3. In the circumstances explained b Dir. of Agri. and in view of the fac stated above, sanction may be accord the Dir.s. proposal to write off the amount of Rs.583-6-6 as irrecoverable draft letter and endt overleaf may b after U.O.R. to F.D.

S.A.S.

Addl Secy)
) after U.O.R.

FINANCE DEPARTMENT
File No. A 22/1149
Date
Serial No.

To

The Director of Agriculture.

No.1243-A. Bombay, 5th April 1947.

Reference correspondence ending with your letter No. S-215-C/767, dated 13-3-1947.

Sanction is accorded to your proposal to write off the amount of Rs.583-6-6 being the irrecoverable balance due from Mr. R.G. Ballarimath on account of the hiring of a Calyx Power Boring Machine.

By order of etc.,

ISSUED
Sy 9/4

Addl. Secy. to Government.

Copies forwarded to:-

the A.G.(through the F.D).

the [illegible]

ISSUED
Sy. 9/4

Please see Dir. of Agri's letter of 15-1-47 at p. 1 and the R.C.D. note of 21-1-47 at p.5 ante. It is proposed to write off the hire charges amounting to Rs.583-6-6 as irrecoverabl

vs. Ballarimath.

2. The only argument advanced by the hirer Mr.B. for non-payment of charges in full is tha the machine was idle for 93 days. Item 5 of the Agreement Bond clearly provides that the hirer will be charged from the date of delivery of the machine to the date of its return. Mr. B. should have returned the machine earlier if it was of n use to him. The ground hardly appears to be tenable for refusing payment of hire charges. Nothing is mentioned about the financial positio of Mr. B. He is a contractor and presumably wel off enough to pay the dues.

3. Regarding the difficulty pointed out in paras. 1 and 2 of the R.C.D. note at p.5 ante it may be stated that item 1 of the Agreement provides that the hire charges are to be paid in advance every month. Item 3 requires the hirer to deposit certain amounts which would be forfeited in default of payment by the hirer. If the hire charges were recovered according to the procedure laid down, no difficulty would have arisen at all. It is not clear from these pps. as to who was responsible for not recovering the charges.

4. Incidentally it may be noted that the charges pertain to the year 1939 and it is proposed to write them off in 1947.

5. However, in view of the facts that (i) the Dir. of Agri. has already taken action and that it may not be now possible to effect recoveries, and (ii) as the new form of agreement provides for recoverin the charges as arrears of land revenue, F.D. may

perhaps agree to the orders proposed by the

R.C.D.

I.D. 29/1.

JRS 30/1/47

The Director proposes Tuko Engineering is not carrying. The matter requires the clearest explanation. The Chimestown Co. contracted to supply machines [illegible] to [illegible] machine [illegible] remained with him. There is no justification for giving any concession because the machine was idle for some days. It should have been returned immediately it was not required.

D/r

U.O.R. to the R.C.D dt. 8.2.47.

with R.D file No. 8372/28-I

RECONSTRUCTION
File No. 1243
GFED 1947
Serial No. A

R.C.D.

Submitted with ref to Dte's note dated 20.1.1947.

2. These papers may be shown to the Director of Agriculture for favour of early remarks on the points raised in U.S. J.D's foregoing note dy 3-2-194,

Encl 7/2/47.

J.R. make an appt. ref.

SJW 7.2.47.

To

The Dir. of Agriculture.

No. 1243-A. Bombay, 11th February 1947

Ref. your letter, No. S. 215-C/44563, dt 15-1-47

Govt. considers that prima facie the Contractor, Mr. R. G. Ballarimath, is liable to pay the hire charges for the period for which the machine remained with him. Please explain the circumstances in which the machine was idle for some days and furnish full justification for allowing concession to him.

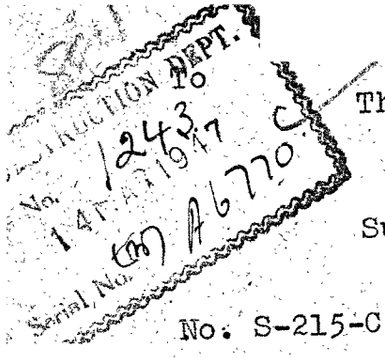
By order, etc.

SGW 10.2.47.

Asstt Secy. to Govt.

Govt 8/2/47

ISSUED M.I.W.



Letter.

To

The Secretary to Government,
Reconstruction Department,
BOMBAY.

Subject:- Writing off the dues for hire of Boring machine loaned to Mr.R.G.Ballarimath.

No. S-215-C/767 of 1947. Poona 1, 13 March, 1947.

Reference Government letter, Reconstruction Department, No.1243-A dated 11th February, 1947. I have to state that the recommendation for granting the concession to Mr.Ballarimath is made in view of the fact that he is insolvent and has no movable or immovable property. This has been ascertained from the Collector of Dharwar.

2. As regards the reasons for keeping the machine idle for some days, it may be pointed out that owing to the exceptionally hard strata of the rock where the bore was taken the machine used to go out of order every now and then. As such it took considerable time to repair.

3. Under the circumstances, Government may be moved to sanction the ~~xxxx~~ write off of Rs.583-6-6 as irrecoverable amount.

13/3

for Director of Agriculture.

B/12

12

R.C.D.

(No. 1243/6770-A)

Submitted with ref. to G.L., No. 1243-A, of p9
11-2-(94) and the note underlying it. * p5-8 ante

2. In the circumstances now explained p11 by the Dir. of Agri. this Deptt may support his proposal to write off the amount of Rs 583-6-6 due from Kn. Ballarinath as irrecoverable. The papers may be shown no to FD with ref. to H.S. FD's note dt 3-2-47 p8 and thereafter Deptt may be requested to accord its approval to the Dir's proposal. p1

Secy
19-3-47

SGW
19-3-47

Mr. D FD 20 March 1947

Mr. V 24/3

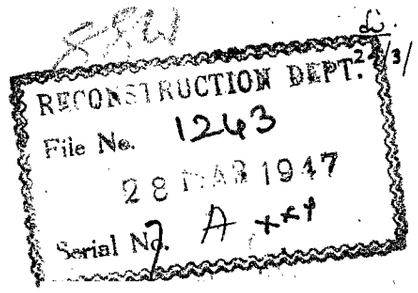
FINANCE DEPARTMENT
File No. A
Date 22-3-47
Serial No.

Finance Deptt.

A'Rv.

Submitted with refce. to the office note dt. 3.2.47.

In the circumstances now explained by the Div. of Agri., the proposal made by the R.C.D. may be accepted.



U.O.R. to the R.C.D. dt. 27.3.47.

14

R.C.D.

Submitted with ref. to office note dt 12 by 19-3-1947.

2. F.D. has now agreed to the proposed orders.

The draft letter and endt. at page 6 ante may now issue.

Secret
29-3-47
31

A.S. 31-3-47

Addl. Secy.

H.M. (Agri) 1/4/47

Issue

dated 25-1-47.

List of items of writes-off of losses mentioned in the important comments under the Grant No.18 Agriculture.

Sl. No.	Name of the officer.	Description of items of writes-off of losses.	Amount Rs. a. p.
1	2	3	4
1	The Director of Agriculture, Bombay Province, Poona.	Damaged rice had to be sold at 15 lbs. per rupee instead of at 13 lbs. by the Agricultural Officer I/C ~~w~~ Chicken and Egg Drive Scheme Pandharpur. The loss involved Rs.70/6 was written-off by the Director of Agriculture as inavoidable (vide his No.P-74/23433-B, dated 13th July 1946 in DAV/1817). ...	70- 6
2.	The Director of Agriculture.	Wheat seed valued at Rs.10/2/- was lost due to serious insect attack of the seed that was handled during the year 1944-45. This loss was written-off by Government as irrecoverable (vide Government Revenue Department letter No.749-A, dated the 23rd August,1946, received with Government, Finance Department, Endorsement No.150/27510/A, dated the 10th September, 1946 in DA-V/592.	10-
3.	Deputy Director of Agriculture, Central Division, Poona.	A sum of Rs.1302/9/6 was due from 84 persons in connection with the sale of Banolla cotton seeds during the years 1932-33 to 1935-36. As the amount involved became irrecoverable the loss was written off by the Director of Agriculture as in most cases the defaults have passed away and some have left their places and their whereabouts are not known. (vide Director of Agriculture, Poona's No.163/12497, dated the 13th August,1946 in DA-V/2330. ...	1302-
4.	The Cotton Supervisor, Viramgam.	1 maund and 10 lbs. of cotton seeds worth Rs.3/3/- were lost due to rat trouble and weighing. The loss was written off by the Director of Agriculture, Poona presumably as trivial (vide his No.169/11688, dated the 31st July,1946 in DAV/1153).	

5.....

1 :	2	:	3	:	4
5.	The Livestock Expert to Government, Bombay Province, Poona.		20 Chickens valued at Rs.20/-/- were given in charge of a Military student who was under going training ~~xx~~ at the Central Poultry Farm Kirkee. Six chickens received and the remaining 14 were handed overto the trainee. As the military authorities refused to pay for the chickens, the loss involved Rs.20/- was written off by the Director of Agriculture (vide his letter No.880/37547, dated the 31st October,1946 in D.A.V/ 3435). ...		20- 0-0
6.	The Director of Land Improvement, Poona.		An expenditure of Rs.4000 was incurred by Government for repairing the Breaches in bunds due to heavy rainfall in the villages of Valsang ~~and~~ in the Sholapur Taluka and Chincholi in Barsi Taluka of the Sholapur District. This amount which was due to be recovered from the land owners however written off by Government as a special case as it was beyond their means to repay the expenditure of repairing such a large number of breaches (vide Government Reconstruction Department, letter No.1884/39/27117-C, dated the 16th October,1946 received with Government, Finance Department, Endorsement, No.S/150/37317, dated the 23rd November,1946 in DAV/912).		4000- 0-0
7.	The Director of Agriculture (Land Improvement) Poona.		A sum of Rs.180/-/- on account of stipends plus Rs.20/1 on account of interest was due from Mr.MP. Dixist a trained at the bunding Training Centre, Bijapur and subsequently employed as overseer in the Land Improvement Section. As the whereabouts of the party concerned could not be traced, the amount was written off by Government as irrecoverable. (vide Government, Reconstruction Department, No.1211-C, dated the 7th February,1947, received with Government Finance Depart, Endorsement, No.5/150/5282-A, dated 13th February 1947.		200- 1-0
8.	The Land Improvement Officer, North.		Two bicycles valued at Rs.140/-/- and Rs.131/14 were stolen from the premises of the Imperial Bank of India, Poona. As neither the culprits nor the property could be traced by the Police, the losses involved were written off by Government as presumably no individual Government servant could be held responsible for the losses in these cases. (vide Government, Reconstruction Department letters, No.1798/39/22213-C, dated the ~~xxxx~~ 31st October,1946, and No.1798/39/28027-C, dated the 10th December,1946 received with Government Finance Department, Endorsements Nos.150/34864-E, dated		

1	2	3	4
		in DA.V-894 and 1052).	271-14-0
9.	The Agricultural Officer, Belgaum.	20 bags of numbri seed potatoes supplied to the Agricultural Officer Belgaum were lost due to rot in transit. The loss involved viz. Rs.480/- was written off by Government as presumably no body could be held responsible for the loss (vide Government, Reconstruction Department letter No.348/39/32258-B, dated the 10th February 1947 received with Government Finance Department, Endorsement, No.S/150/5601, dated the 18th February 1947. In DAV/ 1287), ...	480- 0-0
10.	The Collector of Broach.	A sum of Rs.85/8/- was outstanding on the books of the office on account of expenditure incurred in connection with the election of the Agricultural Produce Market Committee Broach in 1938-39. As the Broach Cotton Committee has not yet begun to function, the amount has been written off by Government as irrecoverable (vide Government Revenue Department, Letter No. 7108/33/13123-A, dated the 3rd April 1947 received with Government Finance Department, Endorsement No.S.41A/13129, dated the 11th April 1947).	85- 8-0
11.	The District Agricultural Officer, Ratnagiri.	A sum of Rs.241/5/- was stolen from the office of the District Agricultural Officer, Ratnagiri on about 15th January 1946. As neither the property nor the culprits could be traced by the police the amount was written off by Government. Necessary steps to avoid such losses in future have been taken by the Department (vide Government, Reconstruction Department, No.1129/29759-A, dated the 10th December, 1946 (in DA.V/ 1036) received with Government, Finance Department, Endorsement No.3191/33/41T91-A, dated the 27th December 1946).	241- 5-0
12.	The Deputy Director of Agriculture (Land Improvement) Bombay Province, Poona.	Hutting material valued at Rs.113/1/- were damaged. The recovery of the amount was however waived from the Secretary, the Bombay Humanitarian League as a special case (vide Government, Reconstruction Department Letter, No.0/7561-C, dated the 17th April, 1947 received with Government Finance Department, Endorsement No.2523/33/14798-A, dated the 23rd April, 1947 in DA.V/ 171).	113- 1-0

13.....

1 :	2	:	3	:	4
13.	The Director of Agriculture.	(A)	A sum of Rs.1166/13/- was due from one Mr. Ballarinath on account of the hire of a 6" Calyre Power Boring Machine. As the Machine was stated to be idle for 93 days half of the amount due from him was written off by Government as irrecoverable as the defaulter is insolvent. (vide Government of Bombay, Reconstruction Department Letter No.1243-A, dated the 7th April,1947 received with Government, Finance Department Endorsement, No.S/150-A/13384 , dated the 18th April,1947 in DA.V/128)		583- 6-6,

P. The Senior Asstt. F Branch
(Mr. Gaonkar)

A statement of explanations in respect of the irregularities pointed out in the Appropriation Accounts for 1946-47 and the Audit Report 1948.

S.No.	Page of Report.	Para. of Report.	No. and name of Grant.	Remarks of the Accountant General in the Memorandum of important items(if any).	Explanatory notes of the Administrative Department.
1	2	3	4	5	6
			21 18- Agriculture		

o.	Page of Report	Para.of Report.	No.and name of Grant.	Remarks of the Accountant General in the Memorandum of important items (if any).	Explanatory notes of the Administrative Department.
1	2	3	4	5	6
	14	21	18-Agriculture.	A sum of Rs.1,166/13/- was due from one Mr.Ballarinath on account of the hire of a 6" Calyze Power Boring Machine. As the Machine was stated to be idle for 93 days half of the amount due from him was written off by Government as irrecoverable as the defaulter is insolvent.(Vide Government of Bombay,Reconstruction Department letter,No.1243-A,dated the 7th April,1947 received with Government,Finance Department Endorsement,No.S/15-A/13384,dated the 18th April,1947 in DA.V/128)	Mr. R.G. Ballarinath a contractor from Hu was given on hire a 6" Calyx drill on 1st May 19 as per conditions mentioned in the agreement exe ted by him on 14th April 1939, i.e., two years p to the revised form of agreement sanctioned by Govt.ih 1941. This new form of agreement provide the recovery of charges as arrears of land reven as well as for taking surety.As the agreement ta from Mr. Ballarinath did not contain provisions the recovery of the outstandings as arrears of land revenue,the amount of Rs.589-6-6 actually d from Mr. Ballarinath on account of hiring of the Boring machine could not be recovered and had to written off (vide G.L.,No.1243, dated the 7th Apr 1947 to the Dir.of Agriculture).

2. The reasons for keeping the boring machir idle for some days was due to the exceptionally h strata of the rock where the bore was taken.The machine ~~is~~ used to go out of order every now and then and it took considerable time to repair it.

23/3/49

4.5 24.249

Secretary

C. 23/2